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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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H&L INTERNATIONAL, INC.

Plaintiff,

Civil Action No.:
18-cv-78

- against -

COMPLAINT

MIAT INC., d/b/a ROYAL DISPOSABLE IMPORT &
DOMESTIC, INC., RENSON HEALTH CARE SUPPLIES
INC. and JOSEPH WOSNER

Defendants.
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Plaintiff H&L INTERNATIONAL, INC., by and through its attorneys, Dai & Associates, P.C., as and for its Complaint against the defendant MIAT Inc., Renson Health Care Supplies Inc. and JOSEPH WOSNER avers and alleges as follows:

PARTIES

1. Plaintiff H&L International, Inc., is a foreign corporation organized under the laws of the State of California with a principal place of business located at 14508 Central Ave., Chino, California 91710.

2. On information and belief, Defendant MIAT Inc., d/b/a Royal Disposable Import & Domestic, Inc., (hereinafter defendant "Royal") is a domestic corporation organized under the

laws of the state of New York with a principal place of business located at 57-00 49th Place, Maspeth, NY 11378.

3. On information and belief, at all relevant times, defendant **JOSEPH WOSNER** is an officer or director of defendant Royal charged and accorded with all authority appropriate, required and necessary to enter into the contracts and agreements to purchase the goods and medical supplies (vinyl gloves, etc.) sold by plaintiff to defendants herein but not yet paid for. On information and belief, at all relevant times defendant JOSEPH WOSNER was a resident and citizen of the State of New York.

4. On information and belief, at all relevant times, defendant RENSOW HEALTH CARE SUPPLIES, INC. (“Rensow”) is an alter-ego of Royal, with both companies having shared ownership, shared business address, and shared employees, managers and officers, and is also a domestic corporation organized under the laws of the state of New York with a principal place of business located at 57-00 49th Place, Maspeth, NY 11378.

JURISDICTION AND VENUE

a. Diversity Jurisdiction

5. Based on the residence of the plaintiff in California, and the residence of the defendants in New York, and the complete diversity of the parties, and based on the fact that the amount in controversy in this case exceeds \$75,000 exclusive of interest and costs, the diversity jurisdiction of this court is properly invoked under 28 USC § 1332, there being complete diversity between the plaintiff and the defendants to this action.

VENUE

6. Venue for this action is proper in the U. S. District Court for the Eastern District of the State of New York in that defendants reside in this District.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION
FOR BREACH OF CONTRACT (NON-PAYMENT)**

7. Plaintiff repeats and realleges the allegations of the paragraphs of the Complaint set forth a with the same force above as if set forth at full length herein.

8. Between May 2017 and August 2017 Defendant ordered and received vinyl medical gloves from plaintiff for shipment from California or other locations and for shipment in interstate commerce across state lines for delivery to defendants' place of business in Maspeth, New York.

9. No payments were received for any of the orders placed in this time frame, despite timely delivery of all goods ordered.

10. Altogether, the four purchase orders bearing Invoice #10046, 10062, 10063, and 10064 for the amounts of \$53,016, \$57,050, \$57,050, and \$57,050 sum up to a grand total of \$224,166.00.

11. The said total balance of \$224,166.00 has been due since September 11, 2017 as Defendant had 30 days upon which to make payments.

12. Upon information and belief, Defendant Joseph Vosner ordered products from Plaintiff knowing that Royal lacks the funds, and without the intent for the company to pay Plaintiff for the purchase of said products.

13. Upon information and belief, Defendant Joseph Vosner intended to obtain as much revenue as possible from the acquisition and sale of Plaintiff's goods, and then liquidating

the company, personally benefiting from the proceeds of the sale, and then leaving the company without the means to repay its creditors including Plaintiff.

14. Upon information and belief, Defendant Joseph Vosner is currently in the process of attempting to liquidate Defendant Royal without payment of creditors for his personal benefit with such actions warranting a piercing of the corporate veil as to and against Defendant Vosner.

15. Upon information and belief, Defendant Rensow is an alter-ego of Royal, with both companies having shared ownership, shared business address, and shared employees, managers and officers.

16. Upon information and belief, Defendant Joseph Vosner is utilizing his domination of both Defendant Royal and Defendant Rensow in his efforts to wrongfully transfer the assets of Defendant Royal, without regard to outstanding debts to creditors including Plaintiffs, without consideration to Defendant Rensow.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff against Defendants in the sum of \$224,166.00 with interest to commence running from September 11, 2017, and such other and further legal relief as this Court may determine.

Dated: January 5, 2018
New York, NY

Respectfully Submitted
Dai & Associates, P.C.

By: /s/ Jacob Chen
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